



## TOWN OF ARLINGTON, MASSACHUSETTS

### INVITATION TO BID

#### BID NO. 22 - 30

Sealed bids, pursuant to the Uniform Procurement Act, Ch. 30B, are invited and will be received by the Town Manager, Town of Arlington, Massachusetts, until **10:00 A.M., Thursday, June 23, 2022**, at the Office of the Town Manager/Purchasing Dept., 730 Massachusetts Avenue, Arlington, Massachusetts, at which time and place they will be publicly opened and read for furnishing:

#### **Emerald Ash Borer Treatments/Various Locations**

Bids received after this time will not be accepted. Specifications and Proposal Forms may be obtained at the Office of the Town Manager/Purchasing Dept., 730 Massachusetts Avenue, Arlington, MA, 02476.

Proposals must be submitted on forms provided and in a sealed envelope plainly marked:

#### **BID NO. 22-30; Emerald Ash Borer Treatments/Various Locations**

Attestation Forms pursuant to M.G.L. Ch. 701 of the Acts of 1983 must be submitted with bids in order to be considered.

The Town Manager reserves the right to cancel any Invitation for Bid and/or to reject in whole or in part any and all bids, when it is deemed in the best interest of the Town to do so.

TOWN OF ARLINGTON

Adam W. Chapdelaine  
Town Manager

June 9, 2022

## **SPECIFICATIONS**

### **1. Pre-bid Procedures**

The work will be performed within the Town on public street trees and in Town owned properties.

### **2. Term and Value of Contract**

The Contract period is 12 months. The Town, at its sole discretion, may exercise two one-year options to renew. All quantities and allowances listed on the bid form are estimates only.

### **3. Scope of Work**

The scope of work consists of trunk injection treatments of ash trees in Arlington. All quantities in bid form are estimates.

The work shall consist of the provision of all labor, materials, equipment, and transportation required for the trunk injection of Town ash trees, in strict accordance with the conditions and specifications of these Contract Documents. The work shall include, but is not necessarily limited to, the following:

- Initial site visit and assessment with Town representatives
- Securing necessary permits and approvals before commencement of work
- Posting work areas for parking restrictions, if necessary
- Securing police details, if necessary
- Marking work zones for traffic and pedestrian control
- Providing a schedule of work for Town review and approval
- Meeting with Town staff on a periodic basis
- Visual assessment of each tree to be trunk injected
- Determination of treatment objectives
- Pruning cuts, if necessary
- Wound care, if necessary
- Site cleanup
- Randomized branch sampling

### **4. Scheduled Trunk Injection Work**

- a. Scheduled trunk injection work shall be performed for DPW on ash trees throughout the Town. The work shall be scheduled as directed by the Town Tree Warden and agreed by the Contractor. Payment shall be at the contract unit price, trunk injection of TreeAzin at 12.5 ml/inch dbh. The contractor is required to submit the product label and MSD prior to commencing injection work.

- b. The contractor will be responsible for purchasing, storing, and using TreeAzin for ash tree treatments. Contractor shall notify Town with where the TreeAzin will be stored during the treatment period.
- c. TreeAzin shall be injected into trunk at root flare or as close to root flare as possible.
- d. Contractor shall use 15/64" high helix drill bits for drilling injection holes into tree
  - In order to maintain high efficiency of drill bits, Contractor shall dispose of old 15/64" high helix drill bit after 100 inch dbh
  - BioForest provides 1 free drill bit per 2 Liters (2,000 mL). This equates to 160" of DBH at 12.5 ml/inch dose rate to ensure sharp drill incisions.
- e. Injection hole shall be  $\frac{3}{4}$ " to 1" inch deep in order to maximize delivery of TreeAzin into tree.
- f. TreeAzin shall be injected into ash trees using EcoJect Tree Injection system.
- g. Contractor shall be responsible for cleaning injection system on a daily basis to maintain high efficiency.
- h. TreeAzin shall be injected into the ash trees according to the product label.
- i. Contractor shall consult with Town Tree Warden to determine injection rates for ash trees throughout the Town.
  - Ash trees shall be injected with the following rate due to the close proximity of EAB infestations:
    - 12.5 ml/in
- j. Contractor shall adhere signage to ash trees being treated with TreeAzin
  - Signage will be provided by Town
  - Contractor shall remove signage from treated ash trees within 48-72 hours after treatment.
- k. Contractor shall post signage at park entrances not less than 48 hours in advance of treating ash trees with TreeAzin.
  - Signage will be provided by Town
  - Signage must be removed 48 hours after treatment.
- l. Contractor and the Town Tree Warden shall agree to a schedule of work to be performed.
  - Treatment application is anticipated to occur -beginning of May to mid-September based on GDD (Growing Degree Day)

- Treatments on school grounds and open space areas may require additional notifications
- Town Tree Warden will work with contractor for treatment times on school grounds and open space areas.

- m. Contractor will be responsible for filling out a Daily Ash Treatment Report, and submitting to the Town Tree Warden on a weekly basis.
- n. Contractor shall have a Massachusetts licensed pesticide applicator performing the ash tree injections according to all Town, State, and Federal rules and regulations.
- o. Contractor shall wear all necessary proper protection equipment (PPE) while handling and applying product to ash trees.
- p. In case of spills, Contractor shall have the necessary personnel and equipment on site to handle clean up according manufacturer's product label and MSD.

## **5. Tree Contract Management System**

- a. At the time of treatment or shortly thereafter, all newly treated trees will be updated with the Town's tree inventory system by the Contractor or designee.
  - i. Contractor shall update the following attributes:
    1. DBH
    2. Tree Condition
- b. The Town issued asset management program, supplied by the Arlington DPW, will be the sole source of accountability to be used for confirmation of work performed and may be used in the calculation of payment required.
- c. The contractor will be supplied with telephone and email support at no additional cost to contract. The contractor will be given limited/restricted web access to view the tree data in order to assist in scheduling and routing of treatments.
- d. The contractor shall not be compensated for any tree that is treated, and has not been updated in the asset management system. All payment and quantification of work performed will be based on the contractor's use of the Town's asset management system.
- e. The Town shall ensure that the treatment crew has a working tablet computer with constant data connectivity capability.
- f. Contractor will be required to update the treatment work order, as specified below, at the time each tree is treated utilizing the Town's asset management mobile application with the Town issued iPad free of charge. If the treatment work order cannot be updated at the time of treatment, the Contractor will be responsible for updating work order by end of day the tree was treated. In the event the Contractor is unable to update treatment work

order with field issued iPad or desktop computer, Contractor shall email locations to Town Tree Warden at end of day.

## **6. Treatment and use of Town's Asset Management System**

- a. Prior to treatment period, the contractor shall be issued an iPad by the Town. The iPad will be GPS equipped as specified herein for all treatment crews so that the Town may contact individual crews to confirm their exact location. In order to quantify trees treated, the treatment crews will be required to update the work order established with the Town's asset management system, at the time each tree is treated. The contractor will record a "Treatment Task" using the Town's asset management system. If a tree is dead, in decline, or missing and not treated, the Contractor shall notify the Town Tree Warden immediately. Prior to the treatment season, all crew members who will be using the treatment tracking system must attend a training hosted by the Town.
- b. Prior to the treatment season, the Contractor and Town Tree Warden will review all data uploaded to ensure all trees have been inputted into the tree inventory and asset management system. Any trees that were not inputted into the tree inventory and asset management system, must be inputted within five (5) days of written notification of the Contractor.

## **7. Equipment**

The following equipment and vehicles shall be considered a minimum requirement in order to be considered a responsible and responsive bidder under the terms and conditions of these Contract Documents. The Town reserves the right to inspect a Contractor's inventory before making a bid award.

- a. For ash tree injections, an EcoJect Tree Injection system or equivalent per Town Tree Warden's approval shall be used.
- b. All gas- powered equipment and vehicles must be five years old or less.

## **8. Communications**

The Contractor shall provide a list of telephone, pager and cell phone numbers of staff available twenty-four hours a day including nights, weekends and holidays. The list shall contain a primary contact and at least one secondary contact. The Department of Public Works will provide same to the Contractor.

## **9. Work Hours**

The Contractor may not begin work before 7:00 a.m. Daily work must be completed by 3:30 p.m. unless expressly authorized by the Town. The Contractor may not work on Saturdays, Sundays or holidays unless expressly authorized by the Town. In the event a Town holiday falls on a weekday when work is normally scheduled, a makeup date shall be arranged one

week prior. The Contractor shall not be paid for travel time to and from Town or Town owned properties.

## **10. Subcontracting**

The Contractor is not permitted to subcontract any work as described in the Contract Documents.

## **11. Payments**

- a. The Contractor shall invoice the Department of Public Works monthly for all work completed in the previous month and which the Town has accepted.

## **12. Safety Requirements/Equipment**

- a. The Contractor shall implement all safety requirements of local, state and federal agencies, including but not limited to personal safety devices as required by OSHA.

## **13. Care and Protection of Persons and Property**

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- a. Employees on the site and other persons who may be affected thereby;
- b. The work, materials, and equipment to be incorporated therein, whether in storage or on site, under the care, custody or control of the Contractor ;
- c. Other property at the site or. adjacent or in close proximity thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement; and,
- d. Any other property of the Town, whether or not forming part of the work, located at the site or adjacent thereto in areas to which the Contractor has access.

These precautions shall include but are not limited to adherence to local noise ordinances, Dig Safe regulations, and reasonable dust control.

## **14. Turf Areas**

The Contractor shall not drive onto or across any turf areas with its vehicles, without the expressed permission of the Town. Should the Contractor violate this provision, the Town shall hold the Contractor responsible for any restorative work, including but not limited to turf aeration, over seeding or sod replacement, and irrigation repair.

## **15. Permitting/Police Details/Traffic Signs**

- a. The Contractor shall obtain a permit from the Department of Public Works (permit desk telephone 617-349-4833) prior to any sidewalk or roadway obstruction. A copy of the permit must be available at the work site at all times. The cost of such permits will be waived by the Town.
- b. Scheduling Police Details shall be the responsibility of the Contractor. A Police Detail is to be present during all activity which may impact traffic. To schedule a detail officer, call (781) 643-1212. The Arlington Police Department requires 24-hour advance notice to obtain a Police Detail, except in emergencies and 4-hour advance notice to cancel a detail.

The Contractor must submit all signed detail forms to the project manager, so that Public Works can pay all submitted and approved Police detail invoices. Any invoices that are not approved will be the responsibility of the contractor to pay.

The Town of Arlington Police Department shall bill the Town of Arlington Department of Public Works or whatever department has oversight of the contract for the services of uniformed police officers provided by the Police department

The Contractor will be required to reimburse Public Works or whatever department has oversight of the contract for Police Details, if the Contractor fails to show for the job or if the Contractor fails to cancel the detail with adequate advance notice.

- c. “No Parking” signs, if necessary, must be approved by the Arlington Police Department. “No Parking” signs must be posted curbside not less than 48 hours prior to the commencement of work. Only signs provided by the Town shall be posted. The Contractor shall pick up the authorized signs from the Department of Public Works once the Contractor has been issued an obstruction permit.
- d. The Contractor shall mark each sign with the date, time of parking restriction and reason for restriction where indicated with a permanent, waterproof black marker. The signs shall be removed immediately after the work is completed.
- e. When the signs have been posted, the Contractor shall notify the Arlington Police Department at (781) 643-1212 and specify the streets that have been posted. The Arlington Police Department will log the information.
- f. Towing will only be allowed at verified locations after all of the above procedures have been followed.
- g. Signs shall only be posted for the date and time that actual work will take place. No signs shall be posted for more than five working days. Signs shall be removed immediately following completion of work.
- h. Posting of temporary signs shall be considered incidental to the work of this Contract.

## **16. Pedestrian Traffic**

- a. Sidewalks shall be maintained at all times through the construction periods. Temporary sidewalks, pedestrian detours and pedestrian and construction facilities shall be constructed as needed to maintain pedestrian traffic and business access, as shown on the plans or as ordered.
- b. Pedestrian access will be provided to abutting land users at all times, as approved by the Town and in accordance with MUTCD, ADA and AAB requirements.
- c. Unobstructed walkways of 4 feet minimum width, unless otherwise approved by the Town, will be provided at all times.
- d. Temporary pedestrian walkways shall be separated from roadway and construction areas by barricades as approved by the Town.

## **17. Inspection, Remedies, and Acceptance**

The Town shall perform daily site inspections on each work day. The Town shall inform the Contractor's on-site project manager, and inform the Contractor in writing if necessary, of any deficiencies in the work. The Contractor and the Town shall agree on a timetable for the remedy of any deficiencies. Upon completion of the remedies, and after another inspection of the site, the Town shall notify the Contractor of the Town's acceptance of the work. The Contractor shall not invoice the Town for any work that has not been accepted by the Town. Note: please refer to the sections entitled "Payments" and "Schedule of Values" in the General Conditions of these Contract Documents.

## PRICE PROPOSAL

The price shall be in accordance with plans and specifications, including all labor and materials. The price shall remain firm for the contract period. All quantities are estimates. The Town makes no guarantee as to final quantities for each item.

Year One July 1, 2022 thru June 30, 2023

Item No.	Est. Quantity	Unit	Description	Unit Price	Total Price
4	6000-caliper inches	Caliper Inch	Trunk injection of TreeAzin at 12.5 ml/caliper inch rate		

Total in words year one \_\_\_\_\_

Year Two July 1, 2023 thru June 30, 2024

Item No.	Est. Quantity	Unit	Description	Unit Price	Total Price
4	6000 caliper inches	Caliper Inch	Trunk injection of TreeAzin at 12.5 ml/caliper inch rate		

Total in words year two \_\_\_\_\_

Year Three July 1, 2024 thru June 30, 2025

Item No.	Est. Quantity	Unit	Description	Unit Price	Total Price
4	6000 caliper inches	Caliper Inch	Trunk injection of TreeAzin at 12.5 ml/caliper inch rate		

Total in words year three \_\_\_\_\_

\_\_\_\_\_  
Print Name of person submitting bid

\_\_\_\_\_  
Signature of person submitting bid

\_\_\_\_\_  
Company Name

## **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

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(Signature of individual submitting bid or proposal)

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(Name of individual submitting bid or proposal)

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Name of Business

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Date

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Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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Social Security Number or  
Federal Identification Number

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Signature of Individual or Responsible  
Corporate Officer and Title

**NON-COLLUSION FORMS  
MUST BE SIGNED AND  
SUBMITTED WITH BID**